The CMI Lex Maritima 2025

The Tokyo Principles of Maritime Law

17 May 2025

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Part 1
Preliminary rules

Rule 1 – Objective

The objective of the CMI Lex Maritima is to identify and disseminate the universally applied principles of maritime law, thereby clarifying its specificities and promoting its international uniformity.

Rule 2 – Definitions

For the purposes of the CMI Lex Maritima:

(1) 'CMI Lex Maritima' means the preliminary Rules and the Principles laid down in the present instrument;

(2) 'Principles' means the Principles laid down in Parts 2 to 7 of the CMI Lex Maritima;

(3) 'ship' includes any type of seagoing vessel;

(4) 'positive maritime law' means the rules of public and private maritime law, including the rules of non-maritime law that apply to maritime matters, which are laid down in any applicable international convention, national maritime code or statute, case law or legal doctrine;

(5) 'implement' includes recognise, apply, introduce, give effect to and/or specify;

(6) 'maritime custom' means any custom, practice or usage which is widely known to and regularly observed in maritime matters by persons or parties in the same situation;

(7) 'shipowner' means the person or persons registered as the owner of the ship or, in the absence of registration, the person or persons owning the ship;

(8) 'ship operator' means the person or persons operating the ship, not being the shipowner;

(9) 'court' means any court, tribunal, judge, arbitrator or any other dispute resolution entity.

Rule 3 – Scope ratione navis

(1) The Principles apply to all ships.

(2) Paragraph (1) is without prejudice to rules of positive maritime law excluding from their scope ships used for naval, governmental, non-commercial and/or other functions.

Rule 4 – Status of Principles

(1) The CMI Lex Maritima states the universally applied principles of maritime law as acknowledged by the General Assembly of the Comité Maritime International.

(2) The Principles do not intend to derogate from the positive maritime law but, to the extent that the positive maritime law so permits, to supplement it.

(3) Nothing in the Principles is intended to prevent a court from applying any other general principles of maritime law which it identifies, in particular those general principles which underlie:
(a) the most commonly applied international maritime conventions;
(b) the positive maritime law of the nations.

(4) The Principles may be used as guidance for national and international legislators.

(5) This instrument may be cited as 'The CMI Lex Maritima 2025' or 'The Tokyo Principles of Maritime Law'.

Rule 5 – Application of Principles

The Principles may be applied:
(1) whenever the positive maritime law refers to the general principles of maritime law, the lex maritima or the lex mercatoria;
(2) whenever a court decides to seek guidance in the general principles of maritime law, the lex maritima or the lex mercatoria;
(3) whenever the parties to a contract have agreed to incorporate the Principles, the general principles of maritime law, the lex maritima or the lex mercatoria into their contract.

Part 2
Sources of maritime law

Principle 1 – Interpretation of maritime law

(1) In the interpretation of the positive maritime law, a court may find it appropriate to support the uniformity of maritime law and the facilitation of maritime shipping and trade.

(2) The Principles may be used to interpret the positive maritime law.

Principle 2 – Maritime custom

(1) The parties are bound by any maritime custom to which they have agreed or that they have confirmed between themselves.

(2) A court may apply maritime custom whenever the positive maritime law so permits.

(3) A court may apply maritime custom to, inter alia, the following matters:
(a) the receipt of goods for maritime transportation;
(b) the carriage of goods on the deck of a ship;
(c) the delivery of goods in the port of destination;
(d) the issuance of a transport document or an electronic transport record;
(e) the commercial formalities in the port.

In the matters referred to under (a), (c), (d) and (e), regard may be had to local custom or the custom of the port.

Part 3
Ships

Principle 3 – Identification, nationality and flag

(1) All ships are identified by a name and a home port.

(2) Ships have the nationality of the State whose flag they are entitled to fly. Every State shall fix the conditions for the grant of its nationality to ships, for the registration of ships in its territory, and for the right to fly its flag. There must exist a genuine link between the State and the ship.

Principle 4 – The law governing property interests

The property interests in a ship as well as maritime mortgages are governed by the law of the State where the ship is registered. In the case of bareboat registration, both these matters are governed by the law of the State of primary registration.

Principle 5 – Ownership and management

(1) A ship may be owned by a single shipowner or by two or more part owners.

(2) It is common for the positive maritime law to implement the Principles that part owners of a ship:
(a) take decisions affecting their common interest or the operation of the ship by majority voting;
(b) are liable to other parties in proportion to their shares in the ship;
(c) may appoint a managing owner, a ship's manager or a ship's husband.

(3) Shipowners or ship operators may hire a ship out to a bareboat, a time or a voyage charterer.

(4) Shipowners or ship operators may appoint a ship manager who may be responsible for the commercial, technical and/or crew management of the ship.

(5) Shipowners or ship operators may appoint a ship agent who represents them in port.

Part 4
Maritime responsibilities and liabilities

Principle 6 – Responsibilities of shipowner and ship operator

The shipowner or, as the case may be, the ship operator, is responsible for compliance with international and national standards relating to, inter alia, the operation and safety of the ship, the protection of the marine environment, the employment of seafarers and maritime security.

Principle 7 – The Rules of the Road

The International Regulations for Preventing Collisions at Sea, 1972, are as such part of the lex maritima.

Principle 8 – The ship master

(1) The ship master is responsible for the command, the proper management and the navigation of the ship, the safety of the ship, her crew and passengers, the safe and proper loading, stowage, carriage and unloading of cargo, and the maintenance of good order and discipline on board.

(2) The ship master shall:
(a) apply good seamanship;
(b) exercise due care in the treatment of crew and other persons on board;
(c) have regard for the need to preserve the marine environment.

(3) Ship masters are bound, in so far as they can do without serious danger to their ship and persons thereon, to render assistance to any person at sea in danger of being lost and, after a collision, to the other ship.

(4) The ship master is authorised to sign bills of lading. It is common for the positive maritime law to mandate the ship master to perform further legal acts representing the shipowner, the ship operator or other parties.

Principle 9 – The pilot

The pilot is a local guide to the master. The pilot may conduct the ship, subject to the master's command.

Principle 10 – Joint and vicarious liability of shipowner and ship operator

It is common for the positive maritime law to implement the Principle that shipowners or, as the case may be, ship operators, are liable not only for the consequences of their own actions, but also for contracts entered into or acts committed by other persons involved in the operation of the ship.

Principle 11 – General tonnage limitation

It is common for the positive maritime law to implement the Principle that shipowners, ship operators and salvors have the right to limit their liability for specific categories of claims.
To this end it may implement, inter alia, the following Principles:

(1) Limits of liability are based on the tonnage of the ship and distinguish between general limits and limits for passenger claims.
(2) Persons liable shall not be entitled to limit their liability if it is proved that the loss resulted from their personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result.
(3) A person liable may constitute a limitation fund which shall be distributed among claimants.
(4) Creditors are barred from exercising any right against other assets of the person by whom or on whose behalf a fund is constituted.
(5) The limitation may also be invoked without the constitution of a fund.

Principle 12 – Pollution liabilities

(1) It is common for the positive maritime law to implement the Principle of strict civil liability of shipowners for claims involving oil pollution damage.
To this end it may implement, inter alia, the following Principles:
(a) No liability shall attach to the shipowner in specific circumstances such as force majeure or intent to cause damage by another party.
(b) No claims for compensation may be made against specific categories of persons such as the owner's servants or agents, the crew, any charterer, any salvor or any person taking preventive measures.
(c) Nothing shall prejudice any right of recourse of the shipowner.
(d) Shipowners have the right to limit their liability in accordance with limits of liability based on the tonnage of the ship.
(e) Shipowners shall not be entitled to limit their liability if it is proved that the pollution damage resulted from their personal act or omission, committed with the intent to cause such damage, or recklessly and with knowledge that such loss would probably result.
(f) For the purpose of availing themselves of the benefit of limitation of liability, shipowners shall constitute a limitation fund which shall be distributed among claimants.
(g) The shipowner shall maintain insurance or other financial security, each ship shall carry a certificate relating thereto and any claim for compensation may be brought directly against the insurer or other person providing financial security.
(h) States may participate in an international funding mechanism to provide compensation for oil pollution damage to the extent that the strict liability of the shipowner is inadequate.

(2) It is common for the positive maritime law to implement the Principles of, inter alia, strict civil liability, compulsory insurance or financial security and direct action for bunker oil damage, damage caused by hazardous and noxious substances and wreck removal costs.

Part 5
Maritime contracts

Principle 13 − Freedom of maritime contract

Within the boundaries of the positive maritime law, parties are free to enter into a maritime contract and to determine its contents.

Principle 14 − Bareboat charterparty

(1) A bareboat or demise charterparty is a contract under which the shipowner or ship operator, hereinafter referred to as 'owners', in exchange for the payment of hire, provides the charterers with an uncrewed ship which the charterers shall possess, employ, man and operate for an agreed period.

(2) It is common for the positive maritime law or the contract to implement, inter alia, the following Principles:
(a) The contract shall specify place and date, identity of the parties, particulars of the ship, place of delivery, time for delivery, cancelling date, place of redelivery, trading limits, charter period and charter hire.
(b) The owners shall deliver the ship in a seaworthy condition, ready for service and properly documented, and at a safe berth or mooring.
(c) The ship shall be employed in lawful trades for the carriage of lawful merchandise within the agreed trading limits.
(d) The charterers shall properly maintain the ship in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice.
(e) The charterers shall at their own expense crew, victual, navigate, operate, supply, fuel, maintain and repair the ship and they shall be responsible for all costs and expenses whatsoever relating to their use and operation of the ship. The crew shall be the servants of the charterers for all purposes whatsoever.
(f) The charterers shall indemnify the owners against any loss, damage or expense arising out of or in relation to the operation of the ship by the charterers.
(g) At the expiration of the charter period the ship shall be redelivered by the charterers and taken over by the owners at the place for redelivery at such readily accessible safe berth or mooring as the owners may direct.

Principle 15 − Time charterparty

(1) A time charterparty is a contract under which the shipowner or ship operator, hereinafter referred to as 'owners', in exchange for the payment of hire, provides the charterers with a crewed ship which the charterer shall employ for an agreed period.

(2) It is common for the positive maritime law or the contract to implement, inter alia, the following Principles:

(a) The contract shall specify place and date, identity of the parties, particulars of the ship, place of delivery, time for delivery, cancelling date, place of redelivery, trading limits, charter period and charter hire.

(b) The ship shall be delivered to the charterers at the place of delivery in a seaworthy condition, in every way fit to be employed for the intended service, with full complement of qualified master, officers and crew and her holds clean and in all respects ready to receive the cargo.

(c) The ship shall be employed in lawful trades for the carriage of lawful merchandise within the agreed trading limits.

(d) The ship shall be loaded and discharged in any safe anchorage or at any safe berth or place that the charterers may direct, provided the ship can safely enter, lie and depart always afloat.

(e) The owners shall provide and pay for the insurances of the ship, provisions, stores, wages, and crew costs; they shall maintain the ship's class and keep her in a thoroughly efficient state in hull, machinery and equipment.

(f) The charterers shall provide and pay for all the bunkers, port and waterway charges, pilotage and towage.

(g) The master shall be under the orders and directions of the charterers as regards employment and agency and perform the voyages with the utmost despatch; the charterers shall perform all cargo handling, at their risk and expense, under the supervision of the master.

(h) The ship shall be redelivered to the owners in good order and condition, ordinary wear and tear excepted, at the place for redelivery.

Principle 16 – Voyage charterparty

(1) A voyage charterparty is a contract under which the shipowner or ship operator, hereinafter referred to as 'owners', in exchange for the payment of freight, provides the charterers with a crewed ship which the charterer shall employ for an agreed voyage.

(2) It is common for the positive maritime law or the contract to implement, inter alia, the following Principles:

(a) The contract shall specify place and date, identity of the parties, particulars of the ship and the cargo, loading place, date expected ready to load, discharging place, freight rate, laytime, demurrage and cancelling date.

(b) The ship shall proceed to the agreed loading place or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo which the charterers bind themselves to ship, and being so loaded the ship shall proceed to the discharging place, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

(c) The owners are responsible for loss of or damage to the goods or for delay in delivery of the goods in specific cases only, including in case the loss, damage or delay has been caused by personal want of due diligence on the part of the owners to make the ship seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the owners, and subject, where applicable, to any defences they might be entitled to rely on in their capacity as carrier.

(d) The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the charterers, free of any risk, liability and expense whatsoever to the owners.
(e) The owners shall give free use of the ship's cargo handling gear and of sufficient power to operate it. All such equipment shall be in good working order.
(f) The owners shall pay all dues, charges and taxes customarily levied on the ship. The charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo.

Principle 17 − Contract for the carriage of cargo

(1) A contract for the carriage of goods by sea is a contract under which a carrier undertakes, in exchange for the payment of freight, to carry goods by sea from one place to another and to deliver them to a consignee.

(2) The shipper is entitled to obtain from the carrier a transport document for the carriage of goods by sea, such as a bill of lading, evidencing the maritime transport contract and the receipt of the goods under such contract by the carrier. Such transport document may be negotiable or non-negotiable.

(3) In relation to carriage of goods by sea, it is common for the positive maritime law to implement, inter alia, the following Principles:
(a) The period of responsibility of the carrier is limited.
(b) The carrier shall exercise due diligence to make the ship seaworthy, properly man, equip and supply the ship, and make the holds and all other parts of the ship in which the goods are carried, fit and safe for their reception, carriage and preservation.
(c) Cargo may be carried on deck only in specific cases.
(d) In specific cases the carrier shall be exonerated from liability.
(e) The carrier's liability for loss or damage to cargo is limited to a specific amount per package or unit or per kilogram of weight of the cargo lost or damaged.
(f) Notice of loss or damage to cargo must be given within a specific time limit.
(g) Any clause in a contract of carriage relieving the carrier from mandatorily defined liability or lessening such liability shall be null and void.

Principle 18 − Contract for the carriage of passengers

(1) A contract for the carriage of passengers by sea is a contract under which a carrier undertakes, in exchange for the payment of a fare, to carry passengers and their luggage by sea from one place to another.

(2) In relation to carriage of passengers by sea, it is common for the positive maritime law to implement, inter alia, the following Principles:
(a) Passengers are entitled to obtain from the carrier a passenger ticket and, whether or not included therein, a receipt for their luggage.

(b) The carrier is liable for loss suffered as a result of the death of or personal injury to a passenger and for loss of or damage to luggage or vehicles under specific conditions and within specific limits.
(c) Notice of loss or damage to luggage must be given within a specific time limit.
(d) The carrier shall maintain insurance or other financial security and each ship shall carry a certificate relating thereto.
(e) Any clause in a contract of carriage relieving the carrier from mandatorily defined liability or lessening such liability shall be null and void.

Part 6
Maritime incidents

Principle 19 – Collision

(1) If the collision is caused by the fault of one of the vessels, liability to make good the damages attaches to the one which has committed the fault.

(2) If two or more vessels are in fault the liability of each vessel shall be in proportion to the degree of the faults respectively committed. In respect of damages caused by death or personal injury, the vessels in fault shall be jointly and severally liable to third parties, without prejudice to their right of recourse.

(3) If, having regard to the circumstances, it is not possible to establish the degree of the respective faults, or if it appears that the faults are equal, the liability is apportioned equally.

(4) If the collision is accidental, if it is caused by force majeure, or if the cause of the collision is left in doubt, the damages are borne by those who have suffered them.

Principle 20 – Salvage

(1) Voluntary assistance to a ship in danger constitutes a salvage operation.

(2) Salvage operations which have had a useful result give right to a salvage reward. No salvage reward is due if the salvage operations have had no useful result.

(3) The salvage reward shall not exceed the salved value of the ship and other property.

(4) The salvage reward shall be fixed taking into account the relevant circumstances and with a view to encouraging salvage operations.

(5) It is common for the positive maritime law or the contract to implement the Principle that salvors are compensated for the costs incurred to prevent or limit damage to the environment.

Principle 21 − General average

(1) There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.

(2) General average sacrifices and expenditures shall be borne by the different contributing interests in accordance with the most commonly applied version of the York-Antwerp Rules, as revised from time to time by the Comité Maritime International, which is as such part of the lex maritima.

Principle 22 − Wreck removal

(1) For the purposes of this Principle, 'wreck' means a sunken or stranded ship, any part thereof, and any object that is lost from a ship and that is stranded, sunken or adrift at sea.

(2) It is common for the positive maritime law to implement the following Principles:
(a) The shipowner, ship operator or ship master shall report to the authorities without delay when a ship has been involved in a maritime casualty resulting in a wreck.
(b) The shipowner or ship operator shall remove a wreck determined by the authorities to constitute a hazard. To that end, the authorities may set a reasonable deadline.
(c) If the shipowner or ship operator does not remove the wreck within the deadline set or if immediate action is required, the authorities may remove the wreck themselves.
(d) Except in specific circumstances and without prejudice to any right to limit liability, the shipowner or ship operator shall be liable for the costs of locating, marking and removing the wreck.

Part 7
Maritime claims

Principle 23 − Prioritised claims

It is common for the positive maritime law to implement the following Principles:

(1) Specific categories of creditors of a ship are given priority over others in accordance with an order of precedence. Such preferential rights may include special legislative rights, maritime liens, mortgages, hypothecs and similar registerable charges, and second-rank liens.
(2) Claims secured by a maritime lien are ranked based on an order between categories, taking into account, as the case may be, the sequence of voyages and the date when the claim came into existence.
(3) Except in the event of a judicial sale, a maritime lien follows the ship notwithstanding any change of ownership or of registration.
(4) A maritime lien shall be extinguished after a specific lapse of time.

Principle 24 – Immobilisation of ships

(1) Ships may be prevented from sailing pursuant to arrest, seizure, administrative detention or a right of retention.
Arrest is the immobilisation of a ship by judicial order at the request of a creditor in order to secure a claim.
Seizure is the immobilisation of a ship in execution or satisfaction of a judgment or other enforceable instrument with a view to a forced sale of a ship.
Administrative detention is the immobilisation of a ship by a body with public law powers in order to secure a claim or based upon suspected or proven infringements of laws or regulations.
A right of retention is the immobilisation by a creditor of a ship in its possession in order to secure a claim.

(2) It is common for the positive maritime law to implement the Principle that ships may only be arrested to secure specific categories of maritime claims.

(3) The competent judicial authority shall permit the release of an arrested ship upon sufficient security being furnished.

Principle 25 – Time bars

It is common for the positive maritime law to implement the Principle that maritime substantive rights or rights of action are time-barred if judicial, arbitral or alternative dispute settlement proceedings have not been instituted, or other events having similar effect have not occurred, within a specific period.